

RESTRICTIONS AFFECTING
LYNNEWOOD VILLAGE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this **4th day of August, 1956**, BEFORE ME, the undersigned Notary Public in and for the Parish and State aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter undersigned, personally came and appeared:

RICHARD KNOX McDOWELL, married but once and then to Thelma Thompson, with whom he is now living,
and

RUSSELL ALBERT THOMPSON, married twice, first to Elize Scharff, deceased, and now married to and living with Mary Hays, both residents of lawful age of the Parish of East Baton Rouge, Louisiana, who declared

THAT they are the owners of the property hereinafter described, namely: A tract of land embracing 20.94 acres, being a portion of Section 76, Township 8 South, Range 1 East, and Section 54, Township 7 South, Range 1 East, Parish of East Baton Rouge, Louisiana, as shown by a map made by Edward E. Evans, C.E., dated July 10, 1956, attached to and made part of an act of correction dated July 18, 1956, on file as Original 29, Bundle 3786, office of the Clerk and Recorder of said Parish, and fully described therein;

THAT appearers have had the said property laid out into a subdivision known as LYNNEWOOD VILLAGE, in accordance with the plan made by Edward E. Evans, C.E., dated July 18, 1956, a whiteprint of which is hereto annexed and made part hereof, being identified herewith by the paraph of the undersigned Notary, the said subdivision containing fifty-five (55) lots, and which map has been duly approved by the City-Parish Planning Commission.

Appearers further declared that they have established and do hereby establish certain building restrictions and conditions for the benefit of said property, to be binding upon and enforceable by the present or future owners of said property, or any part thereof. These restrictions are established as servitudes and covenants running with the land, and are as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stores in height and a private garage for not more than two cars.

2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

3. No dwelling shall be erected or placed on any lot having a width less than that shown on the official map of said subdivision, a copy of which is attached to these restrictions.

4. Servitudes for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No sign of any kind shall be displayed to the public view on any lot of more than five square feet advertising the property for sale or rent, or signed used by a builder to advertise the property during construction and sales period.

7. No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot; except that dogs, cats or household pets may be kept provided they are not bred, kept or maintained for any commercial purpose.

8. No lot shall be used for anything other than normal living activities - no commercial or industrial operations shall be carried on on any lot nor shall any lot become a depository for any commercial or industrial equipment, warehouse stocks or anything other than those acceptable to normal living activities. Nor shall any lot be used in conjunction with illegal activities.

9. No vegetable garden or garden shall occupy more than 10% of the lot area.

10. No garage apartment and no two story garage shall be built on any of the said lots.

11. No fence or wall shall be erected from the front lot line to front of the main building. However, hedges not more than three feet high are permitted.

12. No asbestos siding or any material of like or similar composition marketed under another name, no PERMA-STONE or any material of like or similar composition marketed under another name and no concrete block unless it is permanently colored or tinted, and no imitation brick siding shall be used on outer walls or in locations visible to public view. Cedar shakes, cedar shingles or any wooden shingles shall be used on outside walls only in combination with masonry, with masonry composing at least 70% of outside wall.

13. (a) All single-story houses will have a minimum of 1650 square feet under a single roof, with at least 1250 square feet being living area. Said 1250 square feet will not include any open porches, screened porches, carports or garages.

(b) All two-story residences will have a minimum of 1000 square feet in the ground floor.

14. No building shall be erected, placed or altered on any lot until the construction plans are specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, and harmony of external design with existing structures.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which said time these covenants shall be automatically extended for a successive period of 10 years unless an estimate signed by a majority of the then owners of these lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED in my office in Baton Rouge, Parish of East Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the day, month and year first above written.

WITNESSES:

Signed//Lee M. Moody

Signed//Richard Knox McDowell

Signed//Thomas K. Gordon, Jr.

Signed//Russell Albert Thompson

Signed//John T. Thompson

Notary Public

Duly recorded in Book No. 1257
Folio 139 of the Conveyance
Records of the Parish of East Baton
Rouge, La., Aug 16,
1956 at 8 o'clock a.m.
Aremena K. Hines
Deputy Clerk & Recorder